

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JEFFREY PRUCELL and ANDREA L.
PURCELL, husband and wife, as individuals, in
pro per,

Plaintiffs,

vs.

NAVIENT SOLUTIONS, LLC; SALLIE
MAE; and DOES 1-10,

Defendants.

Civil Action No. 18-cv-6045

Hon. Cathy Seibel

DECLARATION OF SHERI JENKINS
IN SUPPORT OF SALLIE MAE
BANK'S MOTION TO COMPEL
ARBITRATION

DECLARATION OF SHERI JENKINS

I, Sheri Jenkins, declare and state as follows:

1. I am over twenty-one (21) years of age, and am competent to make this Declaration. I am employed by Sallie Mae Bank ("SMB"), and my current title is Director—Office of the Customer Advocate. I make this Declaration based upon personal knowledge and my review of SMB's records.

2. Attached as Exhibit A to my Declaration are true and correct copies of the applications and Promissory Notes executed by Plaintiffs Andrea L. Purcell and Jeffrey Purcell as either the borrower or the co-signer for six educational loans issued by SMB.

3. Each Promissory Note was signed or cosigned by either Andrea L. Purcell or Jeffrey Purcell, as follows:

- a. Loan Application ending in 1306 & the corresponding Promissory Note cosigned by Plaintiff Jeffrey Purcell on May 12, 2014, for the loan issued to Grace Purcell ("Promissory Note 1");
- b. Loan Application ending in 1306 & the corresponding Promissory Note signed by Plaintiff Andrea L. Purcell as the primary borrower

on August 1, 2014, and cosigned by Plaintiff Jeffrey Purcell on August 2, 2014 ("Promissory Note 2");

- c. Loan Application ending in 1502 & the corresponding Promissory Note signed by Plaintiff Andrea L. Purcell as the primary borrower on April 13, 2015 ("Promissory Note 3");
- d. Loan Application ending in 8076-01 & the corresponding Promissory Note cosigned by Plaintiff Andrea L. Purcell on July 9, 2015, for the loan issued to Grace Purcell ("Promissory Note 4");
- e. Loan Application ending in 8045-01 & the corresponding Promissory Note cosigned by Plaintiff Andrea L. Purcell on November 29, 2015, for the loan issued to Grace Purcell ("Promissory Note 5"); and
- f. Loan Application ending in 5010-01 & the corresponding Promissory Note cosigned by Plaintiff Andrea L. Purcell on August 3, 2016, for the loan issued to Grace Purcell ("Promissory Note 6").

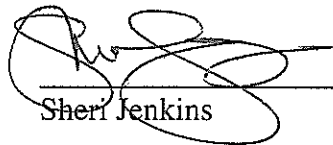
4. In the ordinary course of business, SMB maintains a central, computerized student loan database. The database contains a file for each of the student loans SMB originates or services. Any correspondence or documentation that SMB sends or receives in connection with any individual student loan is promptly recorded in that database.

5. Accordingly, SMB's files would reflect if SMB had received from Plaintiffs, at any time, a rejection notice pursuant to the terms of the Arbitration Agreements contained in each of the above-referenced Promissory Notes.

6. I have reviewed the database and examined the above-referenced student loans signed or co-signed by the two Plaintiffs in this case. SMB has no record of having received any such rejection notice from either of the two Plaintiffs in this case.

7. I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

Dated this 27 day of August, 2018



Sheri Jenkins